

F 8 Q 3

GOVERNMENT OF PALESTINE.

Department of Forests.

SUBJECT:

Qaqun Forest Reserve No. 188
Tulkarm Sub-District

G.P.F. 7102-300-1-3-59

CONNECTED FILES

NUMBER

SUBJECT



שם תיק: Qaqun Forest Reserve no. 188 Sub -
2 files - file 1) District Tulkarm

מזהה פנימי: 4172/31-מ

מזהה פריט: 0006ish

22/11/2017

תאריך הדפסה

כתובת 2-108-5-10

28

(1)
(Copy) Letter from C.L.S. - 24.3.39

(2)
Letter to A.C.F.N.D. - 30.3.39.

(3)
Letter from A.C.F.N.D. - 18.4.39.

(4)
Letter to C.L.S. - 22.5.39.

(5)
Letter from D.L.S. - 7.5.40.

(6) 8/5 Σ

Note: Decision on this case depends on the allocation to FD of Qalansawa for Res & other lands in the neighbourhood suitable for growing Eucalyptus. If those are obtained, FD need not insist on this small swampy plot.

2. ACFN suggests that Agr. Dept might need the land and is to speak to Agr. Officer (Mr. Antebi) about it.

b.m. for remainder 10/6

1.6.40. G.H.S.

(7)
Letter from D.L.S. - 5.5.40

(8) 8/6 Σ
Copy of a letter from ACFND - 4.6.40.

(9)
Letter to D.L.S. - 14.6.40.

10/6 Σ

(10)
Copy - Letter from D.L. Samia - 30.12.40.

(11)
Letter from D.L.S. - 14.1.41

17.1.41 Σ

(12)
Letter to D.L.S. - 2.2.41.

(13)
Letter to A.C.F.N.D. - 16.9.41.

(14)
Fr. F.R. Liebman Through A.C.F.N.D. - 26.11.41

all 1.12.41.

To ask ACFN if the Eucalyptus are now worth cutting for firewood or poles. G.H.S. 6/12.

b.m. H.

Mun. 7.12.41

(15)
Letter to A.C.F.N.D. - 7.1.42.

(16)
Fr. D.L.S. - 28.1.42. *all 29.1.42.*
Copy to ACFN. *Sub 31/1. Done all 2.2.42*

(17)
Fr. D.L.S. - 26.2.42. *all 2.3.42.*

(18)
Copy of (17) transmitted to ACFND for information. *all 7.3.42.*
Sub 17/3.

(19)
Fr. ACFND - 13.4.42.
Accts Cl. [initials] *15.4.42 [initials].*
Sub 25/4.

FND/12/14.

13th April, 1942. (19)

Forest Ranger, Hadera.

Please note that the amount of LP.20.- (Pounds Palestine Twenty) has been paid by Mr. Khanokh Kheifetz vide Sub-Accountant, Haifa, Receipt Voucher No. 808024 of 13.4.42 being cost of approximately twenty cubic metres of eucalyptus ~~stump~~ and branches to be extracted from Bassat Sheikh Saleh Forest Reserve No. 191. Removal licences should be issued to Mr. Kheifetz until the whole quantity is removed and no licence fees should be collected.

V. Nahar
ASSISTANT CONSERVATOR OF FORESTS
NORTHERN DIVISION.

LF/HA.

Copy to Conservator of Forests,
ref. his F/8/Q/3 of 7.1.42. (15)

I certify that the price obtained was the highest offer and it is considered fair and reasonable.

V. Nahar
A.C.F.F.D.

15.4.42.

High Animal
Place of felling *Shihel Al-Sawal*
מקום הכריחה

Amount and kind of trees *3 Oak + Soft Wood*
מقدר ונوع האخشור וסוגו
כמות העצים וסוגם

Conditions of felling *General*
תנאי הכריחה
אגדה (הצו) לחצוץ האשחר : מ

Limit of period for felling from *1/1/30 to 31/12/30*
מועד הכריחה : מ
A fee of 10 mils shall be payable on the issue of this licence.
ליתורי 10 מילט לאגטא. מזה הרשעה

This licence shall be returned to the Issuing Officer not later than ten days after the expiry thereof.
יחב אגדה מזה הרשעה אל הרופף (הצו) אשר לא תבאור עשרה ימים מן תאריך תאחא
רשיון זה יוחזר לפקיד דכמותה על מכן הרשיונות לא יאחזר מעשרה ימים אחרי תום כועד הרשיון.

This licence does not include a licence to extract or remove produce for which a special form must be obtained.
לא תחול מזה הרשעה אגדה או תחל על תאח א יחב האחורל על רשעה מפרטית

רשיון זה אינו כולל רשות להוציא או להעביר הוצאה של רשעה דרוש להשגת נליון מיוחד.

GOVERNMENT OF PALESTINE.

F. 1.

RECEIPT VOUCHER - (REVENUE)

No. 284

(To be inserted by
Sub-Accountant)

HEAD No. IV Fees SUB-HEAD

HEAD No. SUB-HEAD 42 Sale of

HEAD No. SUB-HEAD Forest Produce

HEAD No. SUB-HEAD

(The above spaces are to be filled in by the Sub-Accountant)

To the Sub-Accountant

Station Haifa

Please receive the sum of TWENTY Palestine Pounds

and _____ mils, being derived from sale of eucalyptus stumps and branches at Bassat Sheikh Saleh Forest Reserve No. 191 in accordance with instructions contained in letter No. F/8/Q/3 of 7.1.42 from the Conservator of Forests. Estimated stand 20 cubic meters. Sold to Mr. Khanokh Kheifetz

Description
of
payment

Above amount to be credited to Head IV/42 - Sale of Forest Produce.

Paid by Mr. Khanokh Kheifetz.

LP. 20.000 mils

Date 13.4.42. 194

Signature or
Mark of payer

Assistant Conservator of
Forests, Northern Division.

Witness to Mark

Note:— The persons making this payment is to be given a receipt from a book of numbered receipts and is requested to sign the counterfoil in the book.

In the filling up the amount in words in the space provided for the purpose, care should be taken to write the words close up to the left, the remainder of the space (if any) being ruled through with an ink line.

808024

GOVERNMENT OF PALESTINE.

IN REPLY PLEASE QUOTE

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

No. GP/5/59(1)

26th February 1942.

Gentlemen,

I have the honour to refer to your letter No.B/B No.190/2 of the 11th instant and agree that paragraph 3(5) of the draft lease permits the Conservator of Forests to cut and take the eucalyptus trees only within one year of the commencement of the lease. After that period you will, of course, be permitted to cut down a certain number of trees in accordance with the accepted rules of forestry.

(16) My letter No.GP/5/59(1) of the 28th January 1942 should, therefore, be considered as cancelled.

I am, Gentlemen,
your obedient servant.

Samuel Ben-Zion
DIRECTOR OF LAND SETTLEMENT.

Messrs. The
Keren Kayemet Leisrael Ltd.,
Jerusalem.

Copy to District Commissioner, Samaria Dist.
Ref.his 812 of 15.1.42 & my GP/5/
59(1) of 28.1.42.

Conservator of Forests.

Ref.his F/8/Q/3 of 7.1.42. — (15)
to the Asst.Conservator of
Forests, Northern Division.

GP/5/59(1)

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

28th January 1942.

Gentlemen,

With reference to your letter No. 105/2 dated 8th December 1941 in regard to the proposed lease to you of Parcel No. 24 Block 8377, 'Ein Ha Horesh, Tulkarm Sub-District, I regret to point out that your suggestion that you be allowed to cut down a certain number of eucalyptus trees and make full use of the timber appears to conflict with sub-paragraphs 3(5) and 3(9) of the draft agreement of lease, a copy of which was forwarded to you under my letter No. GP/5/59(1) of 15th September, 1941.

On the other hand, I understand that the Conservator of Forests proposes to sell as standing trees any eucalyptus which are of value thus giving you the opportunity of buying the standing trees and maintaining them until they are larger and more valuable.

I am, Gentlemen,
your obedient servant.

Harry Gurnah
DIRECTOR OF LAND SETTLEMENT.

Messrs. The
Keren Kayemet Leisrael Ltd.,
P.O.B. 283,
Jerusalem.

Copy to District Commissioner, Samaria District.
Ref. his 812 of 15th Jan. 1942.
Conservator of Forests.

Ref. your F/8/Q/3 of 7.1.42 to the
Asst. Dist. Conservator of Forests,
Northern Division.

P.



2844

(15)

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

F/8/Q/3.

7th January, 1942.

Subject:- State Domain Bassat Sheikh
Saleh.

Reference:- Your FND/5/B/4 and F.R.Hadera
(14) — FZ/69 of 26.10.41, copy to me.

Assistant Conservator of Forests
Northern Division.

Please take steps to sell as standing
trees any Eucalyptus which are of value in the
State Domain Bassat Sheikh Saleh in Bin Hahoresh
Block 8377/24. This should be done as soon as
possible, in view of the season. This will give
the lessees of the land the opportunity of buying
the standing trees, if they wish, and maintaining
them until they are larger and more valuable.

178 / sm (19) (Sgd) G.N. SALEH

Conservator of Forests.

GNS/YV. sm. 30.1.42

GOVERNMENT OF PALESTINE

L. 24

حکومت فلسطین

ממשלה פלשתינה (%)

№ 53716

משרת הגופות
משרת הגופות
משרת הגופות

(E) Licence issued under the Forests Ordinance, 1926, to extract forest produce from privately owned forest land for trade purposes.

(ה) אע"פ שזו היתה חקיקה חשאית, לא נעשה כל צורך להודיע על תוכנה לציבור.

(ו) אין צורך להודיע על תוכנה לציבור, שכן אין זה ענין של חשאי.

(ז) אין צורך להודיע על תוכנה לציבור, שכן אין זה ענין של חשאי.

Name and residence of licensee

the discipline

الحمد لله الذي جعلنا من هذه

שמו וקום בנתינו של בעד הרקיע

שטן ומקום בגוריו של בעל הדמיון

Amount and kind of produce

مقدار ونوع التاج

בטות והתוצרת ופנייה:

Timber

3.

על פי חכמינו

Firewood

4

עצ' הסקרה

Charcoal

74

१५५

Lime

5

二〇二五

Other Produce

五

הוצאת אגודת

Fees payable L.P.

J
Mills

الرحمن الرحيم

FZ/69.

COPY.

14
FOREST RANGER'S OFFICE
HADERA.

Subject :- State Domain Bassat Sheikh
Salah (Taxodium)

26th October, 1941.

Reference:- C.F. letter, F/8/95
of 16.9.41, and A.C.F.N.D. letter,
FND/5/B/4 of 16.10.41.

13
ASSISTANT CONSERVATOR OF FORESTS. N.D.

The Mukhtar of Ain-Hahoresch declares
that a great area around the plot, where the Taxo-
dium trees are growing, will be taken under
cultivation and also probably fenced. He is glad
to assure, that the species will be well protected.

Sgd. A. Liebman.

F.R. Hadera.

Copy to C.F. for information.



File No. Ag/302/ /

Bill No. 1671 *

By virtue of Section 8 of the Plant Protection Ordinance, 1924 - 31 you are required to pay to the Entomological Officer the sum of L.P. _____ in settlement of the expenses incurred on your behalf in the grove owned or occupied by you in the year 193—

	L.P.	Mils
_____ trees fumigated @ _____	_____	_____
_____ trees felled @ _____	_____	_____
_____ trees pruned @ _____	_____	_____
Black Scale Kill checking and supervision = _____	_____	_____
Total L.P. _____	_____	_____

2. Please remit the sum shown above to the Entomological Officer at _____ forthwith.

3. The sum shall be paid in ^{two}/_{four} quarterly instalments of which the first is due on _____ 193—, and thereafter on the _____ day of _____ 193—

4. The amount due for every quarter is L.P. _____. Not more than one month's grace will be allowed for payment of each instalment. Failure to pay by the due date will result in the institution of legal proceedings for recovery.

I have the honour to be,
Sir,
Your Obedient servant,

F/8/Q/3

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

16th September, 1941.

Subject:- State Domain - Bassat Sheikh
Saleh.

Reference:- My F/8/Q/3 of 2.2.41 to D.L.S.,
copy to you.

Assistant Conservator of Forests
Northern Division.

I am informed that the Director of Land Settlement has prepared a lease for Bassat Sheikh Saleh, Ein Hahores, Block 8377/24, including 30 dunams on which Eucalyptus are standing. He has inserted a clause whereby I am empowered to cut and extract the Eucalyptus within one year of the signing of the lease. Another clause provides for the maintenance of the Taxodium trees. In order to make the latter clause effective, I shall be glad if you will instruct Forest Ranger Zichron to interview the Kibutz Ein Hahores, who will presumably be the occupants. They will no doubt be intelligent and cooperative enough to arrange for the effective protection of the Taxodium trees. Needless to say, the Forest Ranger can assure them of our desire to supply them with any trees which they need for further planting of windbreaks or woodlots.

(Sgd) G.N. SALE

Conservator of Forests.

GNS/YV.

Government of Palestine

حكومة فلسطين

ממשלת פלשתינה (א"י)

No. 37943

FOREST SERVICE

مصلحة الغابات
שירות היערות

(A) Licence issued under the Forests Ordinance, 1926, to extract forest produce from forest reserves for house building, domestic and agricultural purposes.

اعطيت هذه الرخصة بموجب قانون الغابات لسنة ١٩٢٦ لاخذ طلع الغابات المحفوظة لبناء البيوت ولغاصد بيئية وزراعية.

מסמך זה מיועד למטרות בית מגורים, מטבחית, מטבחית חקלאית.

Book No. 380
دفتر رقم 380
מסמך זה

Name and residence of licensee

اسم ومكان إقامة الرخص له: خالد صالح
מקום מגוריו: כפר חצית

Amount and kind of produce.

מقدار ونوع الناتج
כמות המוצרים המותרים

Timber

חطب
עצי בדר

Firewood

חطب ونب
עצי חקרה

Charcoal

פחם
פחם עץ

Other produce

טאג אחר
מוצרים אחרים



Name of forest reserve

اسم الغابة المحفوظة
שם המסמך המוקדש למטר

Place of extraction

מקום הבאת המוצרים

(12)

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

F/8/Q/3.

2nd February, 1941.

Subject:- State Domain - Bassat
Sheikh Saleh - D/Tal/30.

Reference:- Your GP/5/59(1) of 14.1.41.

Director of Land Settlement.

I have consulted the Assistant Conservator of Forests Northern Division, and consider that the area of 30 dunams which has been planted should be included in the lease, provided that I am allowed to remove or to sell the Eucalyptus now standing thereon.

2. Further, I should like the opportunity to beg the lessees to protect the Taxodium trees which have been planted there. This species is rare in Palestine, and of special interest for swampy lands.

(Sgd) G.N. SALZ

Conservator of Forests.

GNS/YV.

Copy to A.C.F.H.D.

Government of Palestine

حكومة فلسطين

ממשלת פלשתינה (א"י)

* 23453 №

FOREST SERVICE

שירות היערות

مصلحة الغابات

(F) Licence issued under the Forests Ordinance, 1926, to remove forest produce from privately owned forest land or from forest reserves.

(ו) אעטית هذه الرخصة بموجب قانون الغابات لسنة 1926 لإزالة ثمار الغابات من أراضي الغابات المملوكة للخصومة أو من الغابات المحفوظة.
(ב) רשיון שנתן עמי פקודת היערות, 1926, להוציא תוצרת היערות, מאדמת-יער פרטית או מבתולות היערות.

Book N233

דפטר رقم
כס. הספר

Name and residence of Licensee

اسم ومكان إقامة المرخص له
שם ומקום מגוריו של בעל הרשיון

Amount and kind of produce :

מقدار ونوع التاج :-
כמות התוצרת ומינה :-

Timber

חطب

Firewood

עצי בנין

Charcoal

חطب وقيد

Time

עצי הסקה

Other Produce

פחם

מחבטי עץ

כלי

אבני סיד

תאג אחר

תוצרת אחרת

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. GP/5/59(1)

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

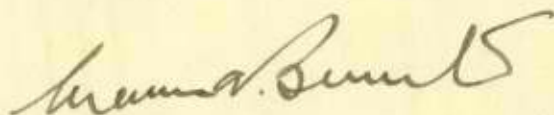
14th January, 1941.

Conservator of Forests.

Subject:- State Domain - Bassat
Sheikh Saleh - D/Tul/30.

Reference: Letter No. 812 dated
30.12.40 from D.C. Samaria.

With particular reference to para. 3 of the above mentioned letter I shall be grateful if you will let me known whether you desire that the area of 30 dunums which has been planted by you with trees should be excluded from any lease which may be granted.



DIRECTOR OF LAND SETTLEMENT.

A.



2576

No. 812



GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

30 December, 1940

Director of Land Settlement,
Jerusalem

Subject:- State Domain - Bassat Sheikh
Saleh - D/Tul/30.

Reference: Your D/Tul/30 of 31-10-40.

I forward herewith the report of the valuation committee set up to assess the value of parcel 24 of the land of Bassat Sheikh Saleh (D/Tul/30).

2. The Committee has valued the land at LP.4½ - LP.5. per dunom and recommend an annual rental of 150 - 200 ₪ per dunom. I support the recommendation of the Committee.

3. About 30 dunoms of the area in question consists of trees planted by the Department of Forests and I suggest that that Department be asked whether they desire this area to be excluded from the land to be leased.

(Sgd.) R. CHURCH

A/DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to:- Conservator of Forests

GOVERNMENT OF PALESTINE

DISTRICT OFFICES
NATANYA.

IN REPLY PLEASE QUOTE

No. 301

REPORT OF A COMMITTEE APPOINTED TO VALUE THE
LAND SITUATED IN PARCEL 24 BLOCK 8377 KNOWN AS STATE DOMAIN
D/TUL/30.

The Committee composed of the District Officer, Natanya, Agricultural Inspector Settlements and Registrar of Lands, Natanya, inspected the above land on the 5th December, 1940, and reports as follows :

1. The area comprises 134.614 dunums and has been found under logging water. Its northern boundary is clustered with various species of forest trees and a belt of eucalyptus trees planted by the Forest Department. We consider that about 30 dunums of these plantations is to be excluded as land unsuitable for cultivation..
2. Having regard to the swampy nature of the land, its locality and the prices obtaining in respect of the adjoining lands, the Committee has valued the land at LP. 4½ - 5.- per dunum.
3. With regard to the rental value of the land, the committee considers that if based on 6% of the capital value as suggested by the Director of Land Settlement, the annual rent which will thus come to 300 mils per dunum is far too excessive. This land prior to being made fit for cultivation will necessitate considerable improvements i.e. drainage, closing of holes, uprooting of wild bushes and very deep ploughing.
4. The Committee therefore recommends that the annual rental value should be fixed at -.150 mils to -.200 mils per dunum.

Signature
District Officer.Signature
Agricultural Inspector.Signature
Registrar of Lands.Natanya,
16.12.40.

Yalu, Jer
ON

PALESTINE GOVERNMENT
ECONOMY.

C O P Y.

106

D/Tul/30

31st October, 1940.

Actg. District Commissioner,
Samaria District.

Subject :- State Domain - Bassat Sheikh
Saleh - D/Tul/30.

Reference:- Your No. 78 dated 16th
October, 1940.

With further reference to my letter
of 22nd October, 1940, I attach a translation
of a reply which has now/received from the
Keren Kayemeth Leisrael.
been

In your 586/14/30 dated 11th May 1939,
you expressed the opinion that the value of
the land was LP.7 to LP.8 per dunum and I
think that the present is an opportune time to
appoint a valuation committee to report more
fully on the value. I shall be grateful if
you will make the appointment and I suggest
that the committee should consist of your
representative, the Registrar of Lands, and
an Agricultural Officer.

Sgd Maurice C. Bennett.

Director of Land Settlement.

Government of Palestine

حكومة فلسطين

ממשלת פלשתינה (א"י)

* 23050 №

FOREST SERVICE

שירות היער

مصلحة الغابات

(F) Licence issued under the Forests Ordinance, 1926, to remove forest produce from privately owned forest land or from forest reserves.

(ו) אעטלט מזה הרخصة بموجب قانون الغابات لسنة ١٩٢٦ لنقل نتاج الغاب من اراضي الغابات المملوكة او لمحمورية او من الغابات المحفوظة
(ע) רשיון שנתן ע"פ פקודת היערות, 1926, להוציא תוצרת-יער מאדמות-יער פרטיות או ממקומות המוקדשים ליערות.

Book No. 231
דפטר רשם
סמ. הספר

Name and residence of Licensee

اسم ومكان اقامة المرخص له
שמו ומקום מגוריו של בעל הרשיון

Amount and kind of produce :-

מقدار ونوع النتاج :-
כמות התוצרת ומינה :-

Timber	חطب	اسم ومكان اقامة المرخص له
Firewood	חطب وقيد	שמו ומקום מגוריו של בעל הרשיון
Charcoal	חطب	מقدار ونوع النتاج :-
Lime	חطب	כמות התוצרת ומינה :-
Other Produce	חطب	اسم ومكان اقامة المرخص له

E: 0140 - 2
C: 7940 - 2
S: 7917 - 2
9

F/8/1/3.

8/6/3

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

9

14th June, 1940.

Subject:- State again, Bassat Sheikh
Salih.

Reference:- Your D/Pul/30 of 7.5.40.

Director of Land Settlement.

In spite of the consideration which you mention in your para 2, I should press for the use of this land for the growth of forest, of which there is a serious shortage in the plains. I am however forced to the conclusion that the present area of this isolated plot is too small for its economic administration as a forest. I had intended to establish there a forest nursery for the sake of the surrounding inhabitants as well as for departmental requirements. I now hope to use as a nursery part of Qalansuwa Forest Reserve, which has been provisionally allocated to me. I can therefore cancel my request to you to reserve this Bassat Sheikh Salih ("Bassat Qagun").

2. Before Government leases or alienates the land, it would be well to allow Director of Agriculture to inspect it, as it might serve for an urgent purpose which he has in mind in connection with local food supplies.

(Sgd) G.N. SALE
Conservator of Forests.

Copies to Director of Agriculture,
A.C.F.R.D.

GHS/YV.

For the month of _____
Payable to the _____

193

GPP. 710-10,000-28.7-36 16378.

Name of Officer	Branch to which payable	AMOUNT	
		L.P.	Mils
Mr. S. Mayerson	Jerusalem	19	833
Mr. E.H. Parsh	"	15	174
			332

8

8/2/40 p. 2



5/B/4.

Agricultural Officer,
Tel-Aviv.

4th June, 40.

249 M.H.

In a recent conversation you have expressed that your Department may need a small area in the vicinity of Wadi el Hawarith. The Commissioner for Lands & Surveys in his letter D/Tul/30 of the 31-7-38, addressed to the Conservator of Forests, has allotted an area of 132 dunams 665 square metres to the Department of Forests. This land is registered under Deed No. 629/36 of the 31-12-36. The area concerned being too small for a forestry unit, might be sufficient for your purposes. If this is the case, you might request the Director of Agriculture & Fisheries to approach the Conservator of Forests in this matter. The position of the land is indicated in the enclosed sketch.

S. Hahar

ASSISTANT CONSERVATOR OF FORESTS,
NORTHERN DIVISION.

Encl:-

Copy to Conservator of Forests.

AL/FR.





7

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

D/Tul/30

5th June 1940.

Conservator of Forests.



Subject:- State Domain, Bassat Sheikh
Salih (D/Tul/30).

Reference: Your letter 8/4/3 dated
22nd May 1939.

I shall now be obliged if you
will forward a reply to my letter D/Tul/30
of 7th May 1940 and let me know whether
you think a long-term lease should be
granted to the Kibutz Hashomer Hatsa'ir.

Haun Shemut

DIRECTOR OF LAND SETTLEMENT.

P.

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GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

SETTLEMENT,
DEPARTMENT OF LANDS & SURVEYS,
JERUSALEM.

No. D/Tul/30

7th May 1940.

Conservator of Forests.

Subject:- State Domain, Bassat Sheikh
Salih (D/Tul/30).

Reference: Your 8/Q/3 dated 22nd May
1939.

In a letter to the Chief Secretary dated 16th June 1939 I recommended that a lease at a rent of 100 mils per dunum in terms of the draft sent to you under cover of my letter of 24th March 1939, as modified by the suggestion contained in your letter under reference, should be concluded with the Kibutz Hashomer Hatsa'ir provided that the Law Officers were of opinion that there would be no danger of valid claims arising under the Cultivators (Protection) Ordinance.

2. I informed the Chief Secretary that you concurred in this proposal. I am now asked to enquire whether, in view of the fact that the State Domain is in the zone which is not affected by the Land Transfer Regulations, you consider that the recommendations should be modified.

3. You will recall that your original view was that the State Domain, which is a Forest Reserve, should not be given up permanently but

P.T.O.

825

that as funds for afforestation were not likely to be immediately available, there was no objection to the grant of a short term lease with adequate safeguards.

J. H. Bermant
DIRECTOR OF LAND SETTLEMENT.

P.

8/9/3

22nd May, 1939.

State Domain Bassat Sheikh
Salih (D/Tul/30).

Reference: Your D/Tul/30 of 24.3.1939
to the District Commissioner,
Haifa & Samaria District,
copy to me.

Commissioner for Lands
and Surveys.

1

The Assistant Conservator of Forests
has suggested that a provision might be
inserted in the agreement that at a certain
time (say six months) before its expiration
the tenant should indicate if he wishes to
apply for a renewal, and the landlord if he
is not prepared to extend the lease for a
further period.

(Sgd) G. N. SALE

CONSERVATOR OF FORESTS.

GNS/EG

See (5)

GOVERNMENT OF PALESTINE.

3

Telegraphic Address: "FORESTS".

Telephone No. 1439.

DEPARTMENT OF FORESTS.

OFFICE OF THE

Assistant Conservator of Forests,
Northern Division.

P. O. Box 499.

Haifa, 18th April, 1939.



No. FND/

29.

ply please quote

Reference : - Your F/8/K/1 of 30.3.39.

CONSERVATOR OF FORESTS.

2

I am returning the draft agreement and would like to inquire whether it is not advisable to insert a provision that a certain time (say 6 months) before the expiry of the agreement the Tenant should indicate if he wishes to apply for a renewal, and the Landlord if he is not prepared to extend the lease for a further period.

ASSISTANT CONSERVATOR OF FORESTS,
NORTHERN DIVISION.

Encl:-

AL/FR.

142

8/K/1

2

30th March, 1939.

Early

Assistant Conservator of Forests,
Northern Division.

(1) I attach in original, for your perusal and return, a letter and enclosures received from the Commissioner for Lands and Surveys. Please make any comments which you may find necessary.

2. If you think it desirable, please call upon the Assistant District Commissioner at Tulkarm, or the District Officer, Nathania, and explain the case to them.

(Sgd) G. N. SALE
CONSERVATOR OF FORESTS.

GNS/EG

12.11.25/5

3
Aur

GOVERNMENT OF PALESTINE

1

IN REPLY PLEASE QUOTE
No. 5/121/30

DEPARTMENT OF LANDS & SURVEYS,
JERUSALEM.

24th March 1939.

District Commissioner,
Haifa & Samaria District.

Subject:-State Domain Bassat Sheikh
Salih (D/Tul/30).

Reference:Your 586/14/30-17367 of
29th December 1938.

1a

I enclose a draft agreement for a
term of two years and shall be grateful for
your observations; clauses have been inserted
with a view to complying with the wishes of
the Conservator of Forests.

Muhammad Asad

A/COMMISSIONER FOR LANDS
AND SURVEYS.

262
in Part II

Copy to Development Officer.
Ref. D/5/6 of 20.11. 38.

Conservator of Forests.
Ref. F/8/K/1 of 6.11.38.

Asst. Dist. Com. Tulkarm.
Ref. 584/14/30.

For
observations.
(with copy of
draft agreement).

B/P

3395

GOVERNMENT OF PALESTINE

DEPARTMENT OF LANDS & SURVEYS
JERUSALEM

IN REPLY TO NO. 1000

1000

THE GOVERNMENT OF PALESTINE
DEPARTMENT OF LANDS & SURVEYS
JERUSALEM

TO THE HONORABLE MEMBER OF THE
LEGISLATIVE COUNCIL
IN REPLY TO HIS QUESTION
NO. 1000

1. The Government of Palestine is
not aware of any person who
has been convicted of a crime
connected with the land survey
work in the West Bank.

[Signature]

THE SECRETARY OF LANDS & SURVEYS

THE GOVERNMENT OF PALESTINE

DEPARTMENT OF LANDS & SURVEYS

JERUSALEM

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

AN AGREEMENT made this
day of one thousand nine hundred
and thirty between
on behalf of the Government of Palestine (hereinafter
called the Landlord) of the one part and the
KIBUTZ HASHOMER HATBA'IR 'EIN HAHORESH KVUTSAT
PO'ALIM LEHITYASHVUT SHITUFIT LTD. of Hadera
(hereinafter called the Tenant) of the other
part.

WHEREBY the Landlord agrees to let and
the Tenant agrees to take all that area of land
 in the village of Wadi el Hawarith
known as Bassat Sheikh Salih, Plot No.2/in the
Sub-District of Tulkarm and Samaria District
extending to an area of one hundred and thirty-
two dunums six hundred and sixty-five square
metres more or less and more fully described in
the schedule and plan attached hereto and in
the Tabu Register of Tulkarm Deed No.629/36
Volume 1, Folio 21, dated 31st December 1936
for the period of two years from the first day
of 19 to the first day of
19 (determinable nevertheless as hereinafter
mentioned) at a rent of
payable as hereinafter mentioned.

The Tenant hereby agrees:

1. To pay the rent in the manner hereinafter
set out.

- / •

plant fruit trees on the said property. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To use the premises for the purpose of cultivation with ground or cereal crops and for no other purpose.

10. Not to permit any person to reside upon the premises or to enter into occupation thereof.

11. To preserve and maintain in accordance with the instructions and to the satisfaction of the Conservator of Forests or his representative all trees now standing upon the said land which shall be included in a schedule prepared by the Conservator of Forests or his representative and shall be pointed out to the Tenant.

12. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate

the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

13. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

14. To allow the Landlord or his representative to inspect the premises at any reasonable time,

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of